Exhibit L

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February 15, 2015

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cc. Lance Grossman, Esq.(attorney for codefendant M&T Bank)
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Re: Tuhin v. New York Motor Group LLC et al;
EDNY 13-CV-5643 (ARR)(SMG)

Counsel:

I substituted for Lloyd Weinstein as counsel to the dealership and Mamdoh Eltouby and Nada Eltouby. I wasn't aware of the related plaintiffs' 7/3/14 Omnibus Request for Documents or Interrogatories. At the 2/4/15 conference I received the related plaintiffs' Supplemental Document Request and Supplemental Interrogatories. I now respond to the two Document Demands.

Plaintiff's deposition commenced 10/27/14, at which I produced the dealership's deal jacket for your examination/copying. The following sets of documents were marked as exhibits thereat and plaintiff identified his signature(s) thereupon:

A) Buyer's Order
B) Purchase Order [itemized]
C) Retail Installment Agreement
D) Purchase Order
E) MV-50 [retail sale to plaintiff]--#44895140
F) "We Owe" notice
G) vin-etch theft benefit/Technology Deterrent Protection policy
H) GAP Registration—"total loss protection"
I) Odometer/Damage Disclosure

J) Plaintiff's Credit Information re loan application
K) Carfax vehicle history report
L) Vehicle Service Agreement {Auto Protect}
M) GAP Waiver Addendum
N) Notice of Lien

You also photocopied the front/back of the deal jacket and its remaining contents:

1) copy of plaintiff's driver's license; 2) plaintiff's credit information/authorization re his loan application; 3) receipt for $2,000 down payment; 4) confirmation of GEICO vehicle insurance; 5) Manheim sale confirmation; 6) Palisades Dealer Funding consignment; 7) M&T Bank application status; 8) MV-82; and 9) MV-50s---1612575 and 45249020 (wholesale).

Without conceding the relevance of the information/documents sought by plaintiff's document requests, be advised: 1) There weren't any audio /visual recordings or other documents preserved regarding plaintiff's purchase. 2) The dealership closed in early 2014 and returned to the DMV and DCA its licenses. 3) The dealership didn't engage in media advertising except on the internet; plaintiff testified he came to the dealership as it was near his residence and he hadn't viewed any advertising. 4) The dealer agreement between the dealership and M&T Bank has been supplied by its counsel; there weren't other agreements between them. 5) The dealership didn't have insurance coverage applicable to the claims in the Complaint(s). 6) The dealership didn't have brochures regarding the subject vehicle. 7) The terms of the plaintiff's loan were determined by the lender. 8) No internal notes/memos of claims against dealership's personnel were preserved. 9) There weren't written protocols of the dealership regarded processing transactions or complying with regulations, nor any directives/manuals regarding costs of service contracts or theft benefit policies. 10) My clients will inform plaintiff of all lawsuits against them alleging violations of TILA, RICO or the NYS General Business Law. 11) Defendants didn't maintain any records or any "internal resolution" of customers' claims. 12) Defendants protest plaintiff's request for claims filed against them with the BBB/DCA/DMV which didn't result in formal finding against them. Mamdoh Eltouby will examine records to determine whether findings were ever entered against them. The dealership will provide, in escrow, to plaintiff's counsel authorizations to obtain records from the DMV/DCA/BBB, not to be used unless the court rules adversely to this protest. 13) Participating sales personnel would receive $100 commissions from sale of a vehicle; the finance manager would receive commissions from each sale; 14) Consumer complaints weren't maintained in any personnel file. 15) Neither Capital One nor Santander Bank financed this transaction---documents pertaining to them aren't relevant. 16) Plaintiff hasn't designated who "AUI" is. 17) There weren't written protocols as to the handling of any customers' claims. 18) Mamdoh Eltouby was/is sole owner of New York Motor Group. 19) My clients protest inquiries about Hillside Motors and Planet Motor Cars as they weren't involved in the subject sale and had different ownership. Defendants Nada Eltouby and Julio Estrada were employed by New York Motor Group and not the other dealerships. 20) Responding to request #4 of plaintiff's supplemental request, my clients aren't aware of any such documents.

Served herewith are my clients' Responses to the two sets of Interrogatories. Let me know if you require additional information. I suggest we await the depositions of my clients on February 26th and 27th to determine whether discovery issues remain.

RICHARD SIMON, ESQ.
Attorney for responding defendants
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CERTIFICATION

I, Mamdoh Eltouby, have read the foregoing Response to Document Requests and certify the accuracy of the contents hereof under the penalties of perjury. If any other/contrary information or additional documents become known to me, I will arrange to have it sent to plaintiff's counsel immediately.

MAMDOH ELTOUBY, Defendant

Duly sworn to before me
This 15th day of February, 2015

Richard ____, ESQ./NP

RICHARD SIMON
Notary Public, State of New York
No. 02SI6181483
Qualified In Suffolk County
Commission Expires: 2-25-2012